

**AMENDMENT**

**BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

**AND**

**XO COMMUNICATIONS SERVICES, LLC**

Signature: eSigned - Steven NocellaSignature: eSigned - William A. BockelmanName: eSigned - Steven Nocella  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: Chief Technology Officer  
(Print or Type)Title: Director  
(Print or Type)Date: 08 Oct 2014Date: 14 Oct 2014

XO Communications Services, LLC

Illinois Bell Telephone Company d/b/a AT&T  
ILLINOIS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	2796 8414	7056 8950	7056 8950

Description	ACNA Code(s)
ACNA(s)	TQW AFY

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
XO COMMUNICATIONS SERVICES, LLC  
AND  
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS** ("**AT&T ILLINOIS**") and XO Communications Services, LLC ("**CLEC**"). **AT&T ILLINOIS** and **CLEC** are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, **AT&T ILLINOIS** and **CLEC** are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), approved January 24, 2002 and as subsequently amended (the "Agreement"); and

**WHEREAS**, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
3. **AT&T ILLINOIS** shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Pricing Schedule is deleted.
4. The Exhibit PS-I to Appendix Pricing is deleted.
5. The following language is added to the Article III Interconnection Pursuant to Section 251(c)(2) Section 3.8 9-1-1 Service:  
CLEC shall order the appropriate number of trunks based on the following table at the rates set forth in the Pricing Schedule. The number of trunks required is based on the number of Access Lines provided by CLEC in each 911 default routing area as specified in the Trunk Group Design Guide on CLEC On-line.

Access Lines	Trunks Required
01 - 1,500	2 Trunks
1,501 - 7,500	3 Trunks
7,501 - 18,500	4 Trunks
18,501 - 33,500	5 Trunks
>33,500	To be separately negotiated

**AT&T ILLINOIS** shall provide E911 Service selected by Requesting Carrier in the Exchange Area(s) that meet both of the following conditions: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) **AT&T ILLINOIS** is the 911 service provider in such Exchange Area(s).

6. Replace Article XXIX Miscellaneous, Section 29.10 Notices with the following:
  - 29.10 Notices
    - 29.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and shall be pursuant to at least one of the following methods:
      - 29.10.1.1 delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
    - 29.10.2 Notices will be deemed given as of the earliest of:

29.10.2.1 the date of actual receipt;

29.10.2.2 the next Business Day when sent via express delivery service;

29.10.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

29.10.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Gegi Leeger Director – Regulatory Contracts
STREET ADDRESS	13865 Sunrise Valley Drive
CITY, STATE, ZIP CODE	Herndon, VA 60523-2188
PHONE NUMBER*	703-547-2109
EMAIL ADDRESS	gegi.leeger@xo.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

29.10.4 Either Party may unilaterally change its designated contact name, address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 29.10. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address, for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

7. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) calendar days following approval by such Commission.

## PRICING SHEETS

Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 517.97		
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 3.82			100 Records or part thereof